

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X		
FORTIS CORPORATE INSURANCE a/s/o	:	08 Civ. 0001 (LTS)
SECO STEEL,	:	
	:	ECF CASE
Plaintiff,	:	
	:	DEFENDANT DELFIC GRACE
-against-	:	SHIPPING, LTD'S ANSWER
	:	AFFIRMATIVE DEFENSES AND
M/V ATLANTICA, her engines, boilers, etc.	:	CROSS CLAIM
SK SHIPPING and DEFLIC GRACE SHIPPING:	:	
LTD., c/o ALL OCEANS SHIPPING CO., LTD.,:	:	
	:	
Defendants.	:	
-----X		

Defendant, DELFIC GRACE SHIPPING, LTD., answering the Complaint filed by the Plaintiff, FORTIS CORPORATE INSURANCE a/s/o SECO STEEL, alleges upon information and belief as follows:

1. Admits the allegations in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint.
3. Admits that Delfic Grace Shipping, Ltd. has an office and place of business in Athens, Greece, and was the Owner of the Vessel ATLANTICA, but denies the remainder of the allegations in paragraph 3 of the Complaint.
4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint.
5. Denies the allegations in paragraph 5 of the Complaint.
6. Denies the allegations in paragraph 6 of the Complaint.
7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint.

9. Denies the allegations in paragraph 9 of the Complaint.

**AFFIRMATIVE DEFENSES**  
**FIRST AFFIRMATIVE DEFENSE**

10. Plaintiff's Complaint fails to state a cause of action against this Defendant for which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

11. The shipment that is the subject of the Complaint was transported on the said vessel and was discharged and delivered subject to various bills of lading issued, and tariff by which the shippers, owners, consignees and holders of said bills of lading, agreed to be, and are, bound.

**THIRD AFFIRMATIVE DEFENSE**

12. The United States Carriage of Goods by Sea Act applies to this shipment and the answering Defendant claims the benefit of any and all defenses available under that Statute.

**FOURTH AFFIRMATIVE DEFENSE**

13. This Court lacks personal jurisdiction over this Defendant.

**FIFTH AFFIRMATIVE DEFENSE**

14. This action should be dismissed on the grounds of improper venue.

**SIXTH AFFIRMATIVE DEFENSE**

15. In the event that any liability is adjudged against these answering Defendants, then the liability of these Defendants is restricted and limited to U.S. \$500 per package, or in the

case of goods not shipped in package, per customary freight unit, in accordance with the provisions of COGSA (46 U.S.C. §§ 1300-1315).

**SEVENTH AFFIRMATIVE DEFENSE**

16. If this dispute is to be resolved by arbitration, then the Complaint should be dismissed.

**EIGHTH AFFIRMATIVE DEFENSE**

17. This action should be dismissed or transferred on the basis of *forum non conveniens*.

**NINTH AFFIRMATIVE DEFENSE**

18. Any loss, shortage, or damage to the aforementioned shipment, which is denied, was caused by the act or omission of the Plaintiff, its agent(s), or representative(s), and accordingly this answering Defendant may not be held liable therefore.

**TENTH AFFIRMATIVE DEFENSE**

19. Plaintiff has failed to mitigate its damages.

**AS AND FOR A CROSS-CLAIM AGAINST DEFENDANT  
SK SHIPPING CO. LTD., DELFIC GRACE SHIPPING LTD.  
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS**

1. Defendant DELFIC GRACE SHIPPING LTD. alleges that if any liability should be assessed against one or both of them in favor of the Plaintiff, which is denied, then such liability is the result of the negligence and/or breach of contract and/or breach of warranty of Defendant SK SHIPPING CO. LTD., in whole or in part, and not due to any negligence and/or breach of contract and/or breach of warranty on the part Defendant DELFIC GRACE SHIPPING LTD.

22. As a result, Defendant DELFIC GRACE SHIPPING LTD. is entitled to indemnity and/or contribution from Defendant SK SHIPPING CO. LTD. for:

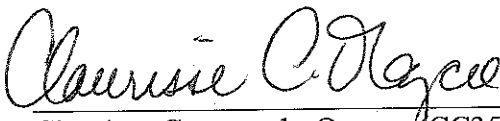
- a. All amounts which they are required to pay Plaintiff; and
- b. All amounts, including reasonable attorneys' fees, which they incur defending Plaintiff's claim.

WHEREFORE, Defendant DELFIC GRACE SHIPPING LTD. respectfully requests judgment as follows:

- A. Dismissing the Complaint against them and awarding it the costs and disbursements of this action; or, in the alternative,
- B. Over and against Defendant SK SHIPPING CO. LTD. for:
  1. All amounts which they may be required to pay the Plaintiff; and
  2. All amounts, including reasonable attorneys' fees which they incur in defending its claim; and
- C. For such other, further and different relief as this Court may deem just and proper.

Dated: New York, NY  
February 29, 2008

Attorneys for Defendant  
DELFC GRACE SHIPPING LTD.

By:   
Claurisse Campanale-Orozco (CC3581)  
Thomas L. Tisdale (TT 5263)  
Tisdale Law Offices, LLC  
11 West 42<sup>nd</sup> Street, Suite 900  
New York, NY 10036  
Tel: (212) 354-0025  
Fax: (212) 869-0067  
[corozco@tisdale-law.com](mailto:corozco@tisdale-law.com)  
[ttisdale@tisdale-law.com](mailto:ttisdale@tisdale-law.com)

**AFFIRMATION OF SERVICE**

I hereby certify that on February 29, 2008, a copy of the foregoing DEFENDANT DELFIC GRACE SHIPPING LTD.'s ANSWER, AFFIRMATIVE DEFENSES AND CROSSCLAIM was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF system.

  
Claurisse Campanale-Orozco